



New regulations regarding trial periods for fixed term contracts

The law of July 24, 2024, which amends the Labor Code following the transposition of EU Directive 2019/1152 on **transparent and predictable working conditions within the EU**, introduces **significant changes to the legislation applicable to the trial period of fixed-term contracts** (Contrat à durée déterminée - CDD).

Until now, the Labor Code applied the same regulations on trial periods to CDD as to permanent employment contract (Contrat à durée indéterminée - CDI), so that it was sometimes legally possible to cover the entire duration of the CDD with a trial period, which made no sense.

From now on, the new law provides for that the duration of the trial period must be **proportionate** to the duration of the contract. Thus, the new article L 122-11 (1) of the Labor Code now states that the trial period **cannot be less than 2 weeks, nor can it exceed ¼ of the duration specified in the CDD or the minimum duration for which the contract was concluded.**

Fixed-term contract	Maximum probationary period	Period of notice applicable if the probationary period is terminated
1 month or 6 weeks	Not possible	/
2 months	2 weeks	Not possible
3 months	3 weeks	3 days
4 months	1 month*	15 days
5 months	1 month*	15 days
6 months	1 month*	15 days
8 months	2 months	15 days
10 months	2 months	15 days
12 months	3 months**	15 days
16 months	4 months	16 days
18 months	4 months	16 days
24 months	6 months	24 days

**Alternatively, a trial period of 4 weeks is permitted. In this case, a notice period of 4 days must be observed.*

*** Maximum trial period for an employee whose level of education is below the technical and vocational aptitude certificate.*



Good to know

- Neither party may terminate the trial period during the first two weeks of the contract, except for serious misconduct or by mutual agreement.
- As with permanent contracts, trial periods of one month or less must be expressed in full weeks, and trial periods of more than one month must be expressed in full months.
- This law modification only affects new fixed-term contracts starting after the law's entry into force on August 4, 2024.

Sanctions ?

Any trial period exceeding the maximum legal duration is null and void for the portion exceeding the legal limit (Example: a two-month trial period for a six-month fixed-term contract would be reduced to one month). The Labor Code does not provide for a fine against the employer in such a case, but they could be ordered to pay damages if a Labor tribunal rules that the trial period was terminated unfairly.

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